

2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE 23-Feb-2016	4. REQUISITION/PURCHASE REQ. NO. 1300551885	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00178	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NSWC, DAHLGREN DIVISION
17632 Dahlgren Road Suite 157
Dahlgren VA 22448-5110
christiane.r.lauer@navy.mil 540-653-8724

DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOWHEAD PROFESSIONAL SOLUTIONS, LLC 4900 Seminary Road, Suite 1200 Alexandria VA 22311-1855		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7204-0002
		10B. DATED (SEE ITEM 13) 01-Nov-2014
CAGE CODE 637U4	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral, FAR 52.232-22, Limitation of Funds, in Section I of the MAC

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James C Doerr Jr., Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 23-Feb-2016
(Signature of person authorized to sign)	BY <u>/s/James C Doerr Jr.</u> (Signature of Contracting Officer)

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GENERAL INFORMATION

The purpose of this modification is to provide an increment of funds. Accordingly, said Task Order is modified as follows:

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7000	R425	Base Period, On Site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS. (Fund Type - OTHER)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
700001	R425	Incremental Funding fo On-Site Labor Support					
700002	R425	Incremental Funding fo On-Site Labor Support					
700003	R425	Incremental Funding Mo 10 -					
7001	R425	Base Period, On Site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS.					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
700101	R425	Incremental Funding for Off-Site Labor - Invoking 2410 Authority					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7002	R425	Base Period, On Site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS.					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
700201	R425	Incremental Funding for On-Site Labor - Drafting Group					
700202	R425	Incremental Funding Mod 10 -					
700203	R425	Incremental Funding Mod 12 -					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7050	R425	Base Period Off-Site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS. (Fund Type - OTHER)					
705001	R425	Incremental Funding for Off-Site Labor					
705002	R425	Incremental Funding for Off-Site Labor					
705003	R425	Incremental Funding for Off-Site Labor					
7051	R425	Base Period Off-Site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS.					
705101	R425	Incremental Funding for Off-Site Labor - Invoking 2410 Authority					
7052	R425	Base Period Off-Site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS.					
705201	R425	Incremental Funding for Off-Site Labor					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7053	R425	Base Period Off-Site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS.					
705301	R425	Incremental Funding for Off-Site Labor -					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7100	R425	Option Year 1, On-Site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS. (Fund Type - OTHER)					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					
710001	R425	Incremental Funding Mod 13					
710002	R425	Incremental Funding Mod 13 -					
710003	R425	Incremental Funding Mod 14 -					
7150	R425	Option Year 1, Off-site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS. (Fund Type - OTHER)					
		Option					
		Max Fee					
		Min Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government Overrun Share Line					
		Government Underrun Share Line					
7200	R425	Option Period 2, On-Site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS. (Fund Type - OTHER) Option					
		Max Fee					
		Min Fee					
		Government Overrun Share Line					
		Government Underrun Share Line					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7250	R425	Option Period 2, Off-site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS. (Fund Type - OTHER) Option					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7300	R425	Option Period 3, On-site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS. Award Term. (Fund Type - OTHER) Option					
		Max Fee					
		Min Fee					

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Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7350	R425	Option Period 3, Off-site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS. Award Term. (Fund Type - OTHER)					
		Option					

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
7400	R425	Option Period 4, On-Site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS. Award Term (Fund Type - OTHER)					
		Option					
		Max Fee					
		Min Fee					
		Government					
		Overrun					
		Share Line					
		Government					
		Underrun					
		Share Line					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7450	R425	Option Period 4, Off-Site Labor for Engineering Prototype Machine Shop Support Services IAW Section C, PWS. Award Term. (Fund Type - OTHER)					
		Option					

For ODC Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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9000	R425	ODCs in support of CLIN 9000 and 9050. (Fund Type - OTHER)			
900001	R425	Incremental Funding for ODCs			
900002	R425	Incremental Funding for ODCs			
900003	R425	Incremental Funding for ODCs			
900004	R425	Incremental Funding for ODCs			
9001	R425	ODCs in support of CLIN 7000 and 7050.			
900101	R425	Incremental Funding for Off-Site Labor - Invoking 2410 Authority Mod 11 - Increas			
9100	R425	ODCs in support of CLIN 7100. (Fund Type - OTHER)			
910001	R425	Incremental Funding Mod 13 -			
910002	R425	Incremental Funding Mod 14 -			
9200	R425	ODCs in support of CLIN 7200. (Fund Type - OTHER) Option			
9300	R425	ODCs in support of CLIN 7300. Award Term. (Fund Type - OTHER) Option			
9400	R425	ODCs in support of CLIN 7400. Award Term. (Fund Type - OTHER) Option			

NOTE 1: LABOR HOURS (HR)

At the time of award the number of labor hours listed above 0.0 HR in the Base Period and each Option Period will be changed to coincide with the Level of Effort provided in Section H, SEA 5252.216-9122 (Alt.1) Level of Effort clause and the number of hours reflected in the cost proposal of the successful Offeror.

NOTE 2: OPTION CLAUSE

The "OPTION TO EXTEND THE TERM OF THE CONTRACT" clause in Section I applies only to the Option CLINs.

NOTE 3: ODCs

Unburdened costs are specified in Section L. Any Other Direct Cost (ODC) will be limited to those approved at time of award. There are material purchase requirements anticipated for this acquisition.

CLAUSES INCORPORATED IN FULL TEXT

The clause entitled "LIMITATION OF COST"(FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

B.1 USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

B.2 TYPE OF ORDER

This is a Level of Effort (term) type order.
Items in the 7xxx series are cost plus incentive fee type.
Items in the 9xxx series are cost only, excluding fee.

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B.3 ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to allow for additional SLINs as needed and accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort or value of the task order.

B.4 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire task order is cost reimbursable. The Labor CLINs are Cost Plus Incentive Fee (CPIF) and ODC CLINs are Cost Only.

B.5 INCENTIVE FEE

Note: Upon award, the successful Offeror's proposed Maximum Incentive Fee and Target Fee percentages, if less than the solicitation stated thresholds, will be incorporated in FAR clause 52.216-10 INCENTIVE FEE in Section I.

(1) The final target cost, target fee amounts shall be based on the actual level of effort the contractor provides as explained in the following paragraphs.

(i) The final CPIF target cost for CLIN 7000 and (if and to the extent Options are exercised) Option CLINs 7100, 7200, and (if award terms are awarded) CLINs 7300, and 7400 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target cost column including cost of money, in the preceding table.

(ii) The final CPIF target fee for CLIN 7000 and (if and to the extent Options are exercised) Option CLINs 7100, 7200, and (if award terms are awarded) CLINs 7300, and 7400 shall be determined by multiplying the allowable hours worked, including subcontractor hours, under the CLIN by the rate/hour in the target fee column of the preceding table.

(iii) The share ratio for the CPIF portion of the fee structure is 70/30 (70% Government and 30% Contractor) for both underruns and overruns. The fee earned under the CPIF portion of the fee structure will be based on the total allowable cost incurred by the contractor in comparison to the final target cost for each of the aforementioned labor CLINS. See the Incentive Fee clause (FAR 52.216-10) in Section I of this Task Order for further information on how the target cost and target fee are determined and the fee is

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earned is calculated.

(iv) All established incentive fee limitations flow down to the subcontractors.

B.6 HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT – ALTERNATE I) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

B.7 HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(Applicable to CLIN 9000, and to the extent Options are exercised, CLINs 9100, 9200, 9300, and 9400.)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

B.8 HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of Text)

B.9 HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified cost.

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B.10 HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire task order is cost reimbursable. The Labor CLINs are Cost Plus Incentive Fee (CPIF) and ODC CLINs are Cost Only.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C.0 SCOPE

The objective of this contractual effort is to provide Engineering Prototype (EP) Fabrication support services. These services shall reliably and economically satisfy the Engineering Prototype Fabrication, Design & Drafting, Model Development, and Gauging/Dimensional inspection requirements of the Naval Surface Warfare Center, Dahlgren Division (NSWCDD) and other activities supported by NSWCDD. The majority of the work required shall be performed at the NSWCDD facility.

C.1 APPLICABLE INSTRUCTIONS

NSWCDD INSTRUCTION 5092.1A, HAZARDOUS WASTE PROGRAM, 8 JULY 2013

NSWCDD INSTRUCTION 5110.01D, OCCUPATIONAL SAFETY AND HEALTH PROGRAM, 15 MARCH 2007

NSWCDD INSTRUCTION 5100.3A, NSWCDD WEIGHT HANDLING EQUIPMENT/MATERIAL HANDLING EQUIPMENT MANAGEMENT PROGRAMS, 8 FEBRUARY 2011

NAVSEAINST 4734.1B, NAVSEA TEST, MEASUREMENT AND DIAGNOSTIC EQUIPMENT (TMDE) AND CALIBRATION PROGRAMS

MIL-DTL-31000C, TECHNICAL DATA PACKAGES

ASME Y14.100-2004, ENGINEERING DRAWING PRACTICES

ASME Y14.24-1999, TYPES AND APPLICATION OF ENGINEERING DRAWINGS

ASME Y14.5M-1994 OR 2009, DIMENSIONING AND TOLERANCING

ASME Y14.3, MULTIVIEW AND SECTIONAL DRAWINGS

ASME Y14.5, DIMENSIONING AND TOLERANCING

ASME Y14.38, ABBREVIATIONS AND ACRONYMS FOR USE ON DRAWINGS

ASME Y14.1, DRAWING SHEET SIZE AND FORMAT

ASME Y14.2, LINE CONVENTIONS AND LETTERING

ASME Y14.34, ASSOCIATED LIST

ASME Y14.35, REVISIONS OF ENGINEERING DRAWINGS

C.2 GENERAL TASKS

The contractor shall provide labor (on-site and off-site), parts, material and the necessary supervision required to support this effort. The contractor shall also provide, store, and maintain the necessary personal protective equipment required to perform the duties contained herein. The primary focus of this contract will be the fabrication support services for NSWCDD; however, it is anticipated that the contract will also require all components of prototype and low level production including ; design, drafting, assembly, inspection, gauging, machining, millwork, heat treatment, welding, sheet metal fabrication, surfacing, and casting of parts. The contractor shall be required to sustain fabrication production levels exceeding normal working hours, onsite capabilities, in order to effectively meet mission requirements.

C.3 SPECIFIC TASKS

C.3.1 Assembly and Sub-assembly Fabrication

The contractor shall assemble parts into complete assemblies or sub-assemblies. Although the component parts will

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typically be fabricated by the contractor, some work may require the contractor to order component parts or use government supplied parts and/or materials. Examples of component parts that may be required are mechanical, electrical, electronic, hydraulic, or pneumatic parts.

C.3.2 The contractor shall perform/provide on-site services support for the following parts fabrication and material processing:

- The contractor shall fabricate parts or perform material processing on parts of various materials. (Some examples are aluminum, mild steel, stainless steel, and composite materials)
- Computer Numerical Control (CNC) and non-CNC millwork operations
- CNC and non-CNC Lathe operations
- Heat-treating of produced or provided parts using air or oil hardening techniques
- Gauging, inspection and/or acceptance testing and inspection documentation of produced or provided parts or assemblies in accordance with procedures specified within the EP E2 shop software. (CDRL A001)
- The contractor shall perform Gas Metal Arc Welding (GMAW), Metal Inert Gas (MIG), Gas Tungsten Arc Welding (GTAW), Shielded Metal Arc Welding (SMAW), and Oxy-fuel welding. The contractor will ensure that all welding operations are performed within the requirements of industry certification standards.
- Sheet metal fabrication operations in accordance with NSWCCD supplied engineering drawings
- Sandblasting and glass beading surface operations
- Painting and powder coating operations
- Forklift and overhead crane operation
- Mould and pattern making to support the casting of products
- Cast products and moulds from silicon, polymer resin or other specified chemical compounds.
- Material shipping and receiving
- Material pickup/delivery

Qualifications for Weight Handling and Material Handling:

Contractor personnel assigned to operate either government owned/leased weight handling and material handling equipment mentioned above shall be certified by the contractor as fully qualified, certified, and licensed (if applicable) to operate the assigned equipment. Operator qualifications shall meet OSHA requirements and, as a minimum, be equivalent to the requirements of the NSWCCDINST 5100.3A.

Contractor shall document all operator qualifications, certifications, and licenses. The contractor shall provide the documentation to the contracting officer prior to any contract employee operating any equipment.

C.3.3 The contractor shall perform/provide off-site services support for the following parts fabrication and material processing:

- Metal and composite machining:
- Lathe work up to 24 inches in diameter and 60 inches in length
- Mill work for parts up to 24 x 36 x 72 inches
- The contractor shall perform Gas Metal Arc Welding (GMAW), Metal Inert Gas (MIG), Gas Tungsten Arc Welding (GTAW), Shielded Metal Arc Welding (SMAW), and Oxy-fuel welding. The contractor will ensure that all welding

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operations are performed within the requirements of industry certification standards.

- Metal Coating:
 - Powder coating for items up to 6 x 6 x 8 feet
 - CARC (Chemical Age Resistant Coating)
 - Spray painting
 - Anodizing and Phosphate coatings
 - Metal stripping using chemical, sand blasting, and soda blasting
 - Sheet metal and composite material fabrication
 - Metal Forging and Casting
 - Heat-treating of produced or provided parts using air or oil hardening techniques
 - Water jet cutting
 - Silk Screening
 - Two day turn around on small rapid prototype jobs requiring lathe and mill work. Rapid prototyping is limited to only those projects for which the Government provides the materials or that the Contractor already has the materials on hand.
 - Coordinate Measuring Machine (CMM) Inspection for items up to 40 x 40 x 30 inches

C.3.4 The contractor shall order parts, hand tools, consumable tooling, personal protective equipment, hardware, welding supplies, paint, machine replacement parts and materials required by this contract (subject to prior review and approval by the COR and the PCO).

The government will be responsible for providing or reimbursing the contractor for all consumable supplies/materials required to perform the services of this contract. All purchases by the contractor below \$5,000 may be executed with COR review and approval. All purchases that exceed \$5,000 per individual purchase may not be executed unless the COR reviews the proposed purchase and the PCO issues written approval. Any materials exceeding \$3,000 in cost shall require justification and shall be on the approved list of Materials.

The contractor shall provide the COR with a monthly status and cost report of all material being purchased. (CDRL A007) All material purchased hereunder shall convey to the Government at the end of the contract.

The following items are allowable ODCs under this contract.

- Steel, plastic, aluminum and raw metals
- Wire, wire harness and cable
- Material treatment (Such as Anodizing, Phosphate Coating, Protective Coatings, and Heat Treating)
- Paint and Powder coat material
- Consumable shop supplies, tooling and replacement parts for existing machine shop machines
- Repair of existing machines and equipment
- Hardware (Such as nuts, bolts, fittings, screws, pipe, hinges and washers)
- Personal protective equipment
- Supplies needed to support work while on travel

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- Component parts for fabrication assemblies or subassemblies
- Travel
- Shipping charges
- Composite work (such as carbon fiber, fiberglass, and plastic)
- Hand and inspection tools
- Welding test (Such as dye penetrate and ultra sound)
- Welding Supplies (Such as MIG/TIG wire, tips, and rods)

C.3.5 The contractor shall provide support services to NSWCCD for test and evaluation preparation/modification, inspection, and associated tasks.

C.3.6 The contractor shall maintain EP Machine Shop equipment and fixtures. The work includes the following support services.

- Develop and maintain a planned maintenance schedule
- Equipment maintenance, both scheduled and unscheduled
- Installation of new hardware/equipment.
- Troubleshoot and repair mechanical, electrical, or electronic equipment in support of manufacturing and integration capabilities.

C.3.7 Based on Government provided technical specifications, drawings, and engineering sketches as appropriate; the contractor shall provide technical assistance to the NSWCCD EP Machine Shop in the fabrication of scaled models, prototypes, and/or low level production parts, subassemblies, and assemblies to support NSWCCD Weapon System Integration research, development, test, and evaluation. The Government shall make final decisions regarding any conflicts in scheduling.

C.3.8 The contractor shall assist in the design, selection of materials, and fabrication of scaled models for use in simulated (model) test and analysis.

C.3.9 The contractor shall identify select materials, per design specifications, for use by the contractor in the fabrication and assembly of EP Machine Shop products in support of research and development projects.

C.3.10 The contractor shall provide administrative and data management services to support EP work. The work includes the following support services. (CDRL A002)

- Scheduling Engineering Prototype (EP) Fabrication work. The COR or TPOC will resolve all scheduling conflicts.
- Maintaining and updating databases to track work and daily charges as well as other applicable information.
- Monitoring and tracking labor on a daily basis for accounting purposes.
- Preparing Excel Spreadsheets as needed.
- Receiving incoming shipments of materials
- Maintaining and tracking inert ordnance forms and other components to and from the EP Shops.
- Maintaining material inventory and costs associated with purchase of such materials.

C.3.11 Engineering drafting and producibility analyses

The contractor shall provide engineering drafting and producibility analyses for the government. (CDRL A003)

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The contractor shall prepare product drawings (3D drawings) from hand sketches, verbal input, or from existing models using SolidWorks and ProEngineer. (CDRL A003). The following describes some of the processes by which the contractor is expected to affirm design parameters:

- Surveying technical literature to determine if previously accomplished work done by other activities on related weapons equipment may be applicable to the task.
- Examination of system requirements and relating them to the assignment.
- Layouts depicting components and their relationship within the system.
- Calculations of critical design features.

The contractor shall advise and assist NSWCDD in solving problems occurring during the production of Research Development Test & Evaluation (RDT&E) material. The contractor's drafting duties shall consist of the preparation of complex detail assembly drawings, printed circuit drawings, electrical schematics and diagrams, notices of revision, and drawing revisions conforming to applicable standards and specifications in paragraph C.1. The drawings shall directly or by reference provide the following as applicable:

- Details of unique processes
- Dimensional and tolerance data per ASME Y14.5M-1994 or 2009
- Physical characteristics, including form, finishes and protective coatings
- Details of material identification
- Hardware marking requirements
- Reflect the end item product at its current level of design maturity.
- Provide the necessary data to support competitive acquisition of the item (i.e. item number, manufacturer, etc).
- All necessary electrical parameters to fully define fabrication, acceptance, interface or installation of the item depicted.
- All necessary physical parameters to fully define fabrication, acceptance, interface or installation of the item depicted, i.e., weight, pressure, viscosity.
- All necessary environmental conditions which assemblies, subassemblies, parts and materials must meet to perform in the end item.

All drawings will be subject to drawing reviews. The contractor shall correct all of their drawings after the review cycle.

C.3.12 Mandatory Requirements

Requirement 1: Security Clearance. All on-site personnel to be assigned to the contract must possess at least a SECRET level security clearance at the time of award. Interim clearances are acceptable.

Requirement 2: Workforce Location. All Key Personnel must be available to work on-site at the Naval Surface Warfare Center in Dahlgren, Virginia. At least 50% of off-site proposed personnel shall be within 200 miles of Dahlgren, Virginia 22448 utilizing Yahoo Maps.

C.4 TRAINING

The Contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State and Local laws and regulations. Information assurance functions require certifications specified in DFARS 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing

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under this task order maintain the knowledge and skills to successfully perform the required functions is the responsibility of the contractor. Training necessary to maintain professional certification is the responsibility of the Contractor; however, the Government may make available certain training such as HAZMAT and safety training, on an as required basis, as determined by the Government. All training records shall be available for review by government representatives.

The Government will not allow costs, nor reimburse costs associated with the Contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause.

The requirements of the above clause apply equally to Subcontractors and Consultants.

C.5 PHYSICAL SECURITY

The contractor shall be responsible for safeguarding all Government property and facilities provided for contractor use. At the close of each work day, the contractor shall ensure that facilities, equipment and materials are secured. The contractor shall maintain appropriate Government checkout sheets. Missing equipment or materials shall be reported in writing to the COR within 24 hours.

C.6 KEY CONTROL

The contractor shall establish and implement controls to prevent the loss/misplacing of keys and use of keys by unauthorized personnel. No keys issued to the contractor by the Government shall be duplicated. The contractor shall report the occurrence of a lost/misplaced key to the COR within 24 hours after the occurrence. The Government may, at its discretion, require the contractor to reimburse the Government for replacement of locks or re-keying as a result of the contractor losing keys. In the event a master key is lost or duplicated, the Government shall replace all locks and keys for that system and the total cost deducted from the government monthly payment to the contractor. The contractor shall be responsible for ensuring that all keys issued to contractor employees are returned to the appropriate Security Office within 48 hours following completion of the contract, relocation or termination of an employee, or upon request by the Contracting Officer.

C.7 HAZARDOUS MATERIALS

This paragraph applies if hazardous materials are utilized at any time during the performance of services under this contract. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

The offeror shall use the NSWCCD Hazard Communication Program for all offeror employees. Before delivery of any hazardous materials onto NSWCCD property, the Offeror shall provide the COR with an inventory and Material Safety Data Sheet (MSDS) for these materials.

The contractor shall follow NSWCCD HAZMAT requirement instructions, as defined in NSWCDL INSTRUCTION 5110.01D, OCCUPATIONAL SAFETY AND HEALTH PROGRAM. The contractor shall be responsible for maintaining an inventory and a notebook of Material Safety Data Sheets (MSDS) for all chemicals used. All hazardous materials records shall be available for review by government representatives. The Government will procure all hazardous materials required for operation of the Engineering Prototype Shops.

C.8 RESOLUTION OF COMPLAINTS

The contractor shall be responsible for reporting all complaints and concerns in regards to the Engineering Prototype (EP) Fabrication support services. The COR shall be notified of all complaints and concerns. (CDRL A004).

C.9 HOURS OF OPERATION

The majority of this effort shall be completed in a traditional 40-hour week, worked 8 hours per day on all NSWCCD workdays, Monday through Friday, during the period between 0600-1700. Shiftwork, overtime hour schedule, and any deviation in schedule shall be requested in writing by the contractor in coordination with the G65 EP TPOC and approved in advance by the COR. The contractor shall also have someone available to receive work request from customers during the period between 0700-1600 on all NSWCCD workdays, Monday through Friday. The

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contractor shall be responsible for providing the TPOC and COR with a monthly work schedule and a work hour report, per **CDRL A005** and for providing the Contracting Officer's Management Report, per **CDRL A006**. The majority of this effort will be accomplished in NSWCCD buildings 113, 113A, 116, 370, 1293 and 248.

C.10 PERFORMANCE EVALUATION/STATUS MEETINGS

The project manager/lead technician shall meet at least weekly with the Contracting Officer's Representative at the G Department Government Machine Shop facility. The TPOC, Contracting Officer and Contract Specialist may also be present. Additional meetings will be held as soon as practical, or as needed.

C.11 CONSERVATION OF UTILITIES

The contractor shall be directly responsible for instructing employees in utilities conservation practices. The contractor shall be responsible for operation under conditions that preclude the waste of utilities, including inefficient use of lighting and uneconomical use of water.

C.12 FIRE PREVENTION

The offeror shall ensure that all employees know how to turn on a fire alarm. The offeror shall observe all requirements for handling and storage of combustible supplies, materials, waste and trash. Offeror employees shall be trained to properly respond during a fire alarm or fire in accordance with activity instruction procedures.

C.13 CENTER REGULATIONS

The contractor and his employees shall become acquainted with and obey all Government regulations as posted, or as requested by the Government.

The contractor shall ensure compliance with safety and environmental regulations, including OSHA, Federal, State, DOD and Navy requirements.

C.14 CALIBRATION

C.14.1 All equipment used in the Gauging/Dimensional inspection area shall be calibrated in accordance with Navy calibration requirements in NAVSEAINST 4734.1B.

C.14.2 The contractor shall maintain a file of all temperature and humidity charts for the Gauging/Dimensional inspection area. (**CDRL A008**) The charts shall be available for review by a government representative.

C.15 GOVERNMENT FURNISHED INFORMATION (GFI)

GFI may be provided.

C.16 TRAVEL REQUIREMENTS

It is anticipated that travel to the following areas may be required in support of this task: Yuma, AZ, EI Paso, TX, Mayport, FL, San Diego, CA, Norfolk, VA, Portsmouth, VA, Washington, DC, Alexandria, VA, Lexington Park, MD, White Sands, NM, Kaneohe Bay, HI, Moorestown, NJ, Socorro, NM. Travel to other locations may be required. All travel by the contractor shall be preapproved by the COR. Cost associated with required travel will be borne by the Government under a Cost Reimbursable CLIN and reported in the trip report. (**CDRL A009**)

C.17 SECURITY

All on-site personnel to be assigned to the contract must possess at least a SECRET Interim level security clearance. The Department of Defense Contract Security Classification Specification (DD Form 254) provides the security classification requirements for this contract. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254. All technical and other data provided to and/or developed by the contractor shall be protected from public disclosure in accordance with the markings contained thereon. All information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of

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the Contracting Officer and the COR. Contractor will require access to SIPRNET. To support this requirement, contractor will also require NATO access at the SECRET level.

C.18 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

In accordance with U.S. Navy policy, any personnel, including the contractor, who utilizes DOD-owned systems, shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the contractor, are accountable and must act accordingly. DOD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DOD system may be monitored. Use of a DOD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action.

C.19 SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

Work under this contract may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code Section 552a and applicable agency rules and regulations. Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas.

C.20 NON-DISCLOSURE AGREEMENTS (NDAs)

NDAs may be utilized to allow for access to company sensitive/proprietary data. For tasks requiring NDAs, the contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific tasking. The Contracting Officer's Representative (COR) will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that is considered business or program sensitive and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

C.21 NON-PERSONAL SERVICES/ INHERENTLY GOVERNMENTAL FUNCTIONS

(a) The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. The Government will not direct the hiring, dismissal or reassignment of contractor personnel. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately in accordance with the Clause 52.243-7.

(b) Inherently-Governmental functions are not within the scope of this contract. Decisions relative to programs supported by the contractor shall be the sole responsibility of the Government. The contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

C.22 CONTROL OF CONTRACTOR PERSONNEL

The contractor shall comply with the requirements of NAVSEA and NSWCDD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the Standards of

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Conduct contained in SECNAVINST 5370.2J.

C.23 DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other information is now frequently required to be made in digital form rather than in hardcopy form. The method of delivery of such data and/or other information (i.e., in electronic, digital, paper hardcopy, or other form) shall not be deemed to affect in any way either the identity of the information (i.e., as “technical data” or “computer software”) or the Government’s and the Contractor’s respective rights therein.

(b) Whenever technical data and/or computer software deliverables required by this contract are to be delivered in digital form, any authorized, required, or permitted markings relating to the Government’s rights in and to such technical data and/or computer software must also be digitally included as part of the deliverable and on or in the same medium used to deliver the technical data and/or software. Such markings must be clearly associated with the corresponding technical data and/or computer software to which the markings relate and must be included in such a way that the marking(s) appear in human-readable form when the technical data and/or software is accessed and/or used. Such markings must also be applied in conspicuous human-readable form on a visible portion of any physical medium used to effect delivery of the technical data and/or computer software. Nothing in this paragraph shall replace or relieve the Contractor’s obligations with respect to the requirements for marking technical data and/or computer software that are imposed by other applicable clauses, such as, where applicable and without limitation, DFARS 252.227-7013 and/or DFARS 252.227-7014.

(c) Digital delivery means (such as, but not limited to, Internet tools, websites, shared networks, and the like) sometimes require, as a condition for access to and/or use of the means, an agreement by a user to certain terms, agreements, or other restrictions such as but not limited to “Terms of Use” licenses, or other restrictions intended to be applicable to the information being delivered via the digital delivery means. The Contractor expressly acknowledges that, with respect to deliverables made according to this contract, no such terms, agreements, or other restrictions shall be applicable to or enforceable with respect to such deliverables unless such terms, agreements, or other restrictions expressly have been accepted in writing by the Contracting Officer; otherwise, the Government’s rights in and to such deliverables shall be governed exclusively by the terms of this contract.

C.24 CONTRACTOR IDENTIFICATION/BADGES

The contractor shall be required to obtain identification badges from the Government for all contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Government property. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The contractor shall report the occurrence of a lost badge to the COR within 24 hours of the occurrence. The contractor shall be responsible for ensuring that all identification badges issued to contractor employees are returned to the appropriate Security Office within 48 hours following completion of the Task Order, relocation or termination of an employee, and upon request by the Procuring Contracting Officer.

All contractor personnel shall identify their company affiliation when answering or making telephone calls and sending email and when attending meetings where Government personnel or representatives from another contractor are present.

C.25 ELECTRONIC SPILLAGES

Electronic spillages (ES) are unacceptable and pose a risk to national security. An electronic spillage is defined as classified data placed on an information system (IS), media or hardcopy document possessing insufficient security controls to protect the data at the required classification level, thus posing a risk to national security (e.g., sensitive compartmented information (SCI) onto collateral, Secret onto Unclassified, etc). The contractor's performance as it relates to ES will be evaluated by the Government. ES reflects on the overall security posture of NSWCDD and a lack of attention to detail with regard to the handling of classified information of IS security discipline and will be reflected in the contractor's performance rating. In the event that a contractor is determined to be responsible for an ES, all direct and indirect costs incurred by the Government for ES remediation will be charged to the contractor.

NSWCDD Command Security will continue to be responsible for the corrective action plan in accordance with the

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security guidance reflected on the DOD Contract Security Classification Specification - DD254. Command Security will identify the contractor facility and contract number associated with all electronic spillages during the investigation that involve contractor support. Command Security will notify the Contracts Division with the contractor facility name and contract number, incident specifics and associated costs for cleanup. The Contracting Officer will be responsible to work with the Contractor Facility to capture the costs incurred during the spillage clean up. The Contractor is also responsible for taking Information Security Awareness training annually, via their Facility Security Officer (FSO), as part of the mandatory training requirements. If a spillage occurs, additional training will be required to prevent recurrence.

C.26 PORTABLE ELECTRONIC DEVICES (PEDS)

Non-government and/or personally owned portable electronic devices (PEDs) are prohibited in all NSWCCD buildings with the exception of personally owned cell phones which are authorized for use in spaces up to and including Controlled Access Areas. The Contractor shall ensure the onsite personnel remain compliant with the current PED policy. NSWCCD instruction defines PEDS as the following: any electronic device designed to be easily transported, with the capability to store, record, receive or transmit text, images, video, or audio data in any format via any transmission medium. PEDS include, but are not limited to, pagers, laptops, radios, compact discs and cassette players/recorders. In addition, this includes removable storage media such as flash memory, memory sticks, multimedia cards and secure digital cards, micro-drive modules, ZIP drives, ZIP disks, recordable CDs, DVDs, MP3 players, iPads, digital picture frames, electronic book readers, Kindle, Nook, cameras, external hard disk drives and floppy diskettes.

PEDs belonging to an external organization shall not be connected to NSWCCD networks or infrastructure without prior approval from the NSWCCD Information Assurance and Compliance Branch, CXA10. This approval will be granted using the TARIS form and action tracker process.

Personally owned hardware or software shall not be connected or introduced to any NSWCCD hardware, network or information system infrastructure.

C.27 SUBCONTRACTORS/CONSULTANTS

In addition to the information required by FAR 52.244-2 Alternate 1 (JUN 2007), the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

- (1) Clearly present the business case for the addition of the subcontractor/consultant
- (2) If applicable, the impact on subcontracting goals, and
- (3) Impact on providing support at the contracted value

C.28 HQ C-1-0001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit (A), attached hereto.

C.29 HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, Computer software, or other sensitive data of another party who asserts that such data/software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the

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Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

C.30 HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

(a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307(a).

(b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

C.31 HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA)(AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

C.32 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

Offerors are reminded that certain arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Notwithstanding the existence or non-existence of an OCI clause in the current contract, the offeror shall comply with FAR 9.5 and identify if an OCI exists at any tier or arises at any tier at any time during contract performance. The contractor shall provide notice within 14 days of receipt of any information that may indicate a Potential OCI and how they shall mitigate this.

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C.33 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

(a) The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Dahlgren Division via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

(b) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

C.34 ON-SITE ENVIRONMENTAL AWARENESS

The contractor shall strictly adhere to all Federal, State and local laws and regulations, Executive Orders, and Department of Defense and Navy policies.

The contractor shall ensure that each contractor employee who has been or will be issued a Common Access Card (CAC) completes the annual NSWCDD Environmental Awareness Training (EAT) within 30 days of commencing contract performance and annually thereafter as directed by their NSWCDD training coordinator or their COR.

The contractor shall ensure that each contractor employee not required to complete the training described in part (b) above (i.e., those who do not have and will not be issued a CAC) reads the NSWCDD Environmental Policy Statement within 30 days of commencing contract performance. This document will be available from the COR, however, the policy is also provided on the publicly-available NSWCDD website, https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office.

Within 30 days of commencing contract performance, the contractor shall certify by e-mail to their COR that the requirements captured by (b) and (c) above have been met. The e-mail shall include each employee name and work site and shall indicate which requirement—(b) or (c) above--each employee has satisfied.

Contractor copies of the records generated by the actions described in (b) and (c) above will be maintained and disposed of by the contractor in accordance with SECNAVINST 5210.8D.

C.35 ON-SITE SAFETY REQUIREMENTS

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

The contractor shall ensure that each contractor employee reads the document entitled, "Occupational Safety and Health (OSH) Policy Statement" within 30 days of commencing performance at NSWCDD. This document is available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

The contractor shall provide each contractor employee with the training required to do his/her job safely and in compliance with applicable regulations. The contractor shall document and provide, upon request, qualifications, certifications, and licenses as required.

The contractor shall provide each contractor employee with the personal protective equipment required to do their job safely and in compliance with all applicable regulations.

Contractors working with ionizing radiation (radioactive material or machine sources) must comply with NAVSEA S0420-AA-RAD-010 (latest revision)[provided upon request]. Prior to bringing radioactive materials or machine sources on base, the contractor must notify the Command Radiation Safety Officer in the Safety & Environmental Office.

The contractor shall ensure that all hazardous materials (hazmat) procured for NSWCDD are procured through or approved through the hazmat procurement process. Hazmat brought into NSWCDD work spaces shall be reviewed and approved by the Safety & Environmental Office prior to use by submitting an Authorized Use List addition form and Safety Data Sheet that shall be routed through the government supervisor responsible for the specific work area. The Authorized Use List addition form can be found at <https://wwwdd.nmci.navy.mil/program>

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/Safety_and_Environmental_Office/.

Upon request the contractor shall submit their OSHA 300 Logs (injury/illness rates) for review by the Safety Office. If a contractor's injury/illness rates are above the Bureau of Labor & Statistics industry standards, a safety assessment will be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional PPE or training will be required.

Applicable contractors shall submit Total Case Incident Rate (TCIR) and Days Away, Restricted and Transfer (DART) rates for the past three years upon request by the Safety Office. A contractor meets the definition of applicable if its employees worked 1,000 hours or more in any calendar quarter on site and where oversight is not directly provided in day to day activities by the command.

The contractor shall report all work-related injuries/illnesses that occurred while working at NSWCDD to the Safety Office.

The contractor shall ensure that all on-site contractor work at NSWCDD is in accordance with the NSWCDDINST 5100.1D Occupational Safety and Health Instruction, available at: https://wwwdd.nmci.navy.mil/program/Safety_and_Environmental_Office/Safety/Safety.html

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SECTION D PACKAGING AND MARKING

D.1 HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practices.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

D.2 HQ D-2-0008 MARKING OF REPORTS (NAVSEA)(SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the Contracting Officer Representative (COR) designated herein.

E.2 PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) that is provided below.

(b) The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>.

E.3 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

E.3.1 PURPOSE

E.3.1.1 This Quality Assurance Surveillance Plan is a Government-developed and applied document used to make sure the systematic quality assurance methods are used in the administration of this performance-based contract. The intent is to ensure that the Contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the contract. In addition, this QASP provides the specific criteria and process to be following in determining whether to exercise the award-term options.

E.3.1.2 The purpose of the QASP is to describe the systematic methods used to monitor performance and to identify the required documentation and the resources to be employed. The QASP provides a means for evaluating whether the Contractor is meeting the performance standards/quality levels identified in the PWS and the Contractor's quality control plan (QCP), and to ensure that the Government pays only for the level of services received.

E.3.1.3 This QASP defines the roles and responsibilities of Government personnel involved in the evaluation of the quality of Contractor performance, identifies the performance objectives, defines the methodologies used to monitor and evaluate the Contractor's performance, describes quality assurance documentation requirements, and describes the analysis of quality assurance monitoring results.

E.3.2 AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance which provides for inspections and acceptance of the services and deliverables called for in service contracts to be executed by the Contracting Officer or a duly authorized representative.

E.3.3 SCOPE

E.3.3.1 The PWS structures the acquisition around “what” service or quality level is required, as opposed to “how” the Contractor should perform the work (i.e., results, not compliance). This QASP will define the performance management approach taken to monitor and manage the Contractor's performance to ensure the expected outcomes or performance objectives communicated in the PWS are achieved. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to make decisions based on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether expected outcomes for the project are being achieved by the Contractor.

E.3.3.2 Performance management represents a significant shift from the more traditional quality assurance (QA) concepts in several ways. Performance management focuses on assessing whether outcomes are being achieved and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the Contractor to play a large role in how the work is performed, as long as the proposed processes are within the stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A “results” focus provides the Contractor flexibility to continuously improve and innovate over the course of the Contract (TO) as long as the critical outcomes expected are being achieved and/or the desired performance levels are being met.

E.3.3.3 The Contractor is responsible for the quality of all work performed. The Contractor measures that quality

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through the Contractor's own Quality Control Plan (QCP). Quality control is work output, not workers, and therefore includes all work performed under this Order regardless of whether the work is performed by Contractor employees or by Subcontractors. The Contractor's QCP will set forth the staffing and procedures for self-inspecting the quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. The Contractor will develop and implement a performance management system with processes to assess and report its performance to the designated Government representative. This QASP enables the Government to take advantage of the Contractor's QCP.

E.3.3.4 The Government will assess performance using the methodology contained herein and the Contractor Performance Assessment Reporting System (CPARS) to determine how the Contractor is performing against communicated performance objectives. CPARS assesses a Contractor's performance, both positive and negative, and provides a record on a given contract during a specified period of time. More information pertaining to CPARS can be found at:

<http://www.cpars.csd.disa.mil/cparsfiles/pdfs/DoD-CPARS-Guide.pdf>. Each assessment will be based on objective data (or measurable, subjective data when objective data is not available) supportable by program and contract management data. The QASP methodology and CPARS performance expectations will be addressed in the Government and Contractor's initial post-award meeting. Potential sources of data may include, but are not limited to, the following:

- Status and progress reviews and reports
- Production and management reviews and reports
- Management and engineering process reviews (e.g. risk management, requirements management, etc.) and reports
- Cost performance reports and other cost and schedule metrics
- Other program measures and metrics such as:
 - Measures of progress and status of resources
 - Measures of deliverable timeliness and accuracy
 - Measures of product quality and process performance
- External and sponsor feedback/comments and satisfaction ratings
- Systems engineering and other technical progress reviews
- Technical interchange meetings
- Physical and functional configuration audits
- Quality reviews and quality assurance evaluations
- Functional performance evaluations
- Subcontract Reports

E.3.3.5 A preliminary CPARS evaluation/rating will be accomplished as noted in paragraph E.3.6 below. The purpose of this review is to determine whether the Contractor is performing at least at a Satisfactory level for each area to be assessed using Table (1). This methodology will be utilized as an important factor in determining whether or not to exercise Option 1 and 2 under the Order. Further, the formal CPARS ratings are used as reference material by others in source selection.

E.3.3.6 Options Periods 3 and 4 are Award Term Options [See Table (2)]. In order for an Award Term option to be exercised, the Contractor must have achieved at least a Very Good for each major element.

E.3.4 ROLES AND RESPONSIBILITIES

E.3.4.1 Contracting Officer

E.3.4.1.1 An individual duly appointed with the authority to enter into (PCO) or administer (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is identified in Section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. The ACO will be designated in the resulting Order. Contracting Officers are designated via a written warrant, which sets forth limitations of their respective authority.

E.3.4.1.2 The Contracting Officer ensures performance of all necessary actions for effective contract administration, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that ensures the Contractor receives impartial, fair and equitable treatment under the Order. The Contracting Officer is ultimately responsible for the final determination of the acceptability of the Contractor's performance. The PCO is also the Term-Determining Official (TDO)

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E. 3.4.2 Contract Specialist

E.3.4.2.1 Assigned by the PCO to provide daily administration of the contract.

E.3.4.2.2 Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

E.3.4.3 Contracting Officer's Representative (COR)

E.3.4.3.1 An individual appointed in writing by the PCO to act as their authorized representative to assist in technical administration of the Order. The COR is appointed in the contract award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the contract.

E.3.4.3.2 The COR is responsible for technical administration of the Contract and assures proper surveillance of the Contractor's technical performance. The COR provides QASP reports to the PCO.

E.3.4.3.3 The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the Contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

E.3.4.4 Subject Matter Expert (SME)

E.3.4.4.1 SMEs are individuals who may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the contract.

E.3.4.4.2 The SME provides input to the COR as to the quality of technical performance for their respective area(s) of expertise.

E.3.4.4.3 An SME cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

E.3.5.0 SCHEDULE

The initial QASP evaluation will be finalized no later than the end of month eight (8) of the Base Period. In order to accomplish this, the following schedule applies:

E.3.5.1 Contractor Self-Assessment (written) due to the Contracting Officer and the COR no later than the end of month seven (7) of the period of performance based on at least six (6) months of support. Failure of the Contractor to make a timely delivery will be viewed as the Contractor's overall inability to comply with Contract schedules.

E.3.5.2 COR Written Assessment is due to the Contracting Officer no later than the end of week two (2) of month eight (8) of the period of performance.

E.3.5.3 Week four (4) of month eight (8) of the period of performance: The Contracting Officer will hold a meeting with the COR and the Contractor for the purpose of reviewing inputs and determining the overall assessment level for the period.

E.3.5.4 QASP evaluations for subsequent option periods and Award Terms shall follow the same schedule described in this section as described above.

E.3.6.0 IDENTIFICATION OF REQUIRED PERFORMANCE STANDARDS/QUALITY LEVELS

E.3.6.1 Table (1) provides the overall performance ratings. Table (2) provides the Award Term Incentive Objectives. Table (3) provides the Task Performance Evaluation Criteria and Standards for each Major Performance Element.

E.3.6.2 The required performance standards and quality levels are included in Table (1), "Performance Standards". If the Contractor meets the required service or performance level, the Contractor will receive positive preliminary QASP and CPARS ratings. If the Contractor fails to meet the required performance level, the result will be negative QASP and CPARS ratings.

E.3.6.3 If the Contractor fails to meet the required performance level based on the preliminary review conducted in accordance with the above paragraph, the Government may not exercise the next Option period under the Order. "meeting the required performance level" means that the Contractor must receive at least a Satisfactory rating [see Table (1)] for each of the six (6) major elements that are evaluated (Technical Performance, Staffing, Customer Satisfaction,

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Management Performance, Cost Management and Efficiency, and Subcontracting) for the performance period being evaluated [see Table (3)].

E.3.6.4 Options Periods 3 and 4 are Award Term Options [see Table (2)]. In order for an Award Term option to be exercised, the Contractor must have achieved at least a Very Good rating for each major element.

E.3.6.5 The Contracting Officer will make an Award Term incentive determination for Option 3 and Option 4 prior to the end of the preceding evaluation period for both Options. The determination will be based on the COR's recommendation, and any other information deemed relevant by the Contracting Officer

E.3.7.0 METHODOLOGIES TO MONITOR PERFORMANCE

E.3.7.1 Surveillance Techniques

In an effort to minimize the performance management burden, simplified surveillance methods shall be used by the Government to evaluate Contractor performance when appropriate. The Government will use the following methods of surveillance:

- Random monitoring
- 100% Inspection
- Periodic Inspection
- Customer Feedback

E.3.7.2 Customer Feedback

E.3.7.2.1 The Contractor is expected to establish and maintain professional communication between its employees and customers at all levels. The primary objective of this communication is customer satisfaction. Customer satisfaction is the most significant external indicator of the success and effectiveness of all services provided and can be measured through customer complaints.

E.3.7.2.2 Performance management drives the Contractor to be customer focused through initially and internally addressing customer complaints and investigating the issues and/or problems but the customer always has the option to communicate complaints to the PCO, as opposed to the Contractor.

E.3.7.2.3 Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed, and must be forwarded to the COR. The COR will accept those customer complaints, investigate and work with the PCO and Contractor to resolve the issue.

E.3.7.2.4 Customer feedback may also be obtained either from the results of formal customer satisfaction surveys or from random customer complaints.

E.3.8.0 QUALITY ASSURANCE DOCUMENTATION

E.3.8.1 The Performance Management Feedback Loop

The Performance Management Feedback Loop begins with the communication of expected outcomes. Performance standards and performance monitoring techniques are expressed in Table (1).

E.3.8.2 Monitoring System

The Government's QA surveillance, accomplished by the COR, in conjunction with the PCO, will be reported using the methodology described herein. Interim evaluations will be done IAW paragraph 3.6 as input to Option Exercise determinations. Formal CPARS evaluations shall be conducted on an annual basis.

Table (1) – Overall Performance Ratings

Overall Performance Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many requirements to the Government's benefit
Very Good	Performance meets contractual requirements and exceeds some requirements to the Government's benefit
Satisfactory	Performance meets contractual requirements

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Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the Contractor has not yet implemented satisfactory corrective measures.
Unsatisfactory	Performance does not meet contractual requirements and recovery is not likely in a timely manner. Contractor's corrective actions to date are ineffective.

Table (2) – Option and Award Term Incentive Objectives

Assessment Period	Acceptable Performance Definition	How Measured	Incentives
Base Period	All measurement areas are rated at least "Satisfactory."	After the first seven months of performance QASP methodology: annually using the CPARS system covering the previous 12 months.	(+) Meets acceptable performance definition as a condition for exercise of Option 1. (-) Does not meet acceptable Performance definition as a condition for exercise of Option 1.
Option 1	All measurement areas are rated at least "Satisfactory."	After seventh month of performance of preceding period using QASP methodology: annually using the CPARS system covering the previous 12 months.	(+) Meets acceptable performance definition as a condition for exercise of Option 2. (-) Does not meet acceptable Performance definition as a condition for exercise of Option 2
Option 2	All element areas rated at least "Very Good"	After seventh month of performance of preceding period using QASP methodology: annually using the CPARS system covering the previous 12 months.	(+) Meets acceptable Performance definition as a condition for granting Award Term 1. (-) Does not meet acceptable Performance definition as a condition for granting Award Term 1.
Award Term 1 (Option 3)	All element areas rated at least "Very Good"	After seventh month of performance of preceding period using QASP methodology: annually using the CPARS system covering the previous 12 months.	(+) Meets acceptable performance definition as a condition for granting Award Term 2. (-) Does not meet acceptable Performance definition as a condition for granting Award Term 2.
Award Term 2 (Option 4)	All element areas rated at least "Very Good"	After seventh month of performance of preceding period using QASP methodology: annually using the CPARS system covering the previous 12 months.	Final CPARS rating.

Table (3) – Technical Performance Evaluation Criteria and Standards

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
I. Task Performance					
Timeliness	Contractor Frequently misses deadlines, or is slow or non-responsive to respond to Government requests.	Contractor occasionally misses deadlines, schedules or is slow or occasionally	Contractor routinely meets deadlines, schedules, quickly responds to Government requests.	Contractor routinely meets deadlines and schedules and occasionally delivers early and responds	Contractor routinely delivers ahead of deadlines, schedules, and responds immediately to

ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
		non-responsive to respond to Government requests.		immediately to Government requests.	Government requests.
Quality	Deliverables are typically not well Researched and contain many Technical inaccuracies. Rework is frequently required.	Deliverables are occasionally not well researched and contain some technical inaccuracies. Rework is occasionally required	Data Deliverables received are well researched, complete and technically accurate. No more than one (2) revisions are typically needed to accept the item. Other deliverables meet all Contract requirements.	Data Deliverables received are well researched, complete and technically accurate. Other deliverables meet all Contract requirements.	Data Deliverables received are always well researched, complete and technically accurate. They frequently exceed technical expectations. Rework is not required. Other deliverables typically exceed all Contract requirements.
II. Staffing	Contractor provides Marginally qualified or unqualified personnel. Lapses in coverage Occur regularly.	Contractor provides marginally qualified personnel. Lapses in coverable occur more than occasionally.	Contractor provides qualified personnel. Lapses in coverage occur occasionally and are successfully managed by the Contractor with to minimize impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications.	Contractor provides a mix of qualified and highly qualified personnel. Lapses in coverage are rare and are successfully managed by the Contractor with no impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications	Contractor provides highly qualified personnel. Lapses in coverage are rare and are successfully managed by the Contractor with no impact on timeliness or quality. New/and or substitute resumes submitted IAW contract reqmts. Personnel work products fully consistent with resume qualifications.
III. Customer Satisfaction	Fails to meet customer expectations	Contractor occasionally fails to meet customer expectations.	Meets customer expectations.	Routinely meets or occasionally exceeds customer expectations.	Exceeds customer expectations
IV. Management Performance					

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ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
Problem Resolution	Problems are unresolved, repetitive, or take excessive Government effort to resolve.	Problems are generally resolved but take unusual Government effort to resolve or take an excessive amount of time to resolve.	Problems are resolved quickly with minimal Government involvement.	Problems occur infrequently and are generally resolved quickly with minimal Government involvement.	Problems are non-existent or the Contractor takes corrective action without Government involvement.
Responsiveness	Contractor's management is unresponsive to Government requests and concerns.	Contractor's management is occasionally unresponsive to Government requests and concerns.	Contractor's management is responsive to Government requests and concerns.	Contractor's management is responsive to requests and concerns and occasionally proactive in anticipating concerns.	Contractor's management takes proactive approach in dealing with Government representatives and anticipates concerns.
Communication	Contractor fails to communicate with Government in an effective and timely manner.	Contractor frequently fails to communicate with Government in an effective and timely manner.	Contractor occasionally fails to communicate with Government in an effective and timely manner.	Contractor routinely communicates with Government in an effective and timely manner and it frequently proactive in managing communications.	Contractor takes proactive approach such that communications are almost always clear, effective and timely.
V. Cost Management & Efficiency					
Cost Mgmt & Reporting	Contractor regularly experiences cost overruns. Cost reports are late and contain errors. Invoicing is not accurate or submitted in a timely manner. Supporting detail is missing or incomplete. Subcontractor invoices are rarely paid in a timely manner.	Contractor may experience occasional cost overruns. Cost reports are occasionally late and/or contain errors. Invoices are occasionally late or contain errors. Supporting detail contains occasional errors. Subcontractor invoices are not paid in a timely manner. SB Subcontractor invoices are	Contractor routinely completes the effort within the originally agreed-to estimated cost. Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete and clearly written. Invoices are timely (no more than 3 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided.	Contractor routinely completes the effort within the originally agreed-to estimated cost and experiences occasional cost underruns. Funds and resources used in cost-effective manner. Cost reports are timely, accurate, complete and clearly written. Invoices are timely (no more than 3 weeks after end date of period being invoiced) and	Contractor often completes the effort at lower than estimated costs. Funds and resources used in a most cost-effective manner. Cost reports are timely, accurate, complete and clearly written. Invoices are timely (no more than 2 weeks after end date of period being invoiced) and are accurate. All supporting detail is provided. Subcontractor

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ELEMENT	UNSATISFACTORY	MARGINAL	SATISFACTORY	VERY GOOD	EXCEPTIONAL
		not expedited.	Subcontractor invoices are paid in a timely manner. SB Subcontractor invoices are expedited.	are accurate. All supporting detail is provided. Subcontractor invoices are paid in a timely manner. SB Subcontractor invoices are expedited.	invoices are paid in a timely manner. SB Subcontractor invoices are expedited.
VI. Subcontracting					
FAR 52.219-14 Compliance	Contractor at less than 50% compliance; Plan Forward for achieving compliance does not appear realistic or achievable.	Contractor at less than 90% compliant.. Plan Forward for achieving compliance contains some unmitigated risks.	Contractor at least 90% compliance for preceding contract period. Plan Forward for achieving compliance is realistic and achievable.	Contractor in full compliance for preceding contract period.	Contractor exceeds 60% of the cost of contract performance for his own personnel for preceding contract period.

AWARD TERM PLAN

1.0 INTRODUCTION The QASP is the basis for evaluating of the Contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO) who is the Contracting Officer (PCO). The specific criteria and procedures used for assessing the Contractor's performance and for determining the Award Term earned are described in the Section E, Quality Assurance Surveillance Plan (QASP). All TDO/PCO decisions regarding the award-term evaluation and the nature and success of the Contractor's performance—are final and not subject to dispute. The Award Term will be provided to the Contractor through unilateral contract modifications as determined by the TDO.

2.0 ORGANIZATION The award-term organization includes the PCO/TDO, the Contract Specialist, the COR and project-specific Subject Matter Experts (SMEs). paragraph E.3.4 of the QASP.

3.0 RESPONSIBILITIES The responsibilities of the award-term organization are as specified in paragraph E.3.4 of the QASP.

4.0 AWARD-TERM PROCESSES

a. Award-Term Evaluation. Evaluation results will be based on the Contractor's performance during each evaluation period.

b. Evaluation Criteria. Any changes to Award Term evaluation criteria may be proposed by either party and shall be made only by bilateral modification to the QASP.

c. Informal Interim Evaluation Process. Informal Interim evaluations may be conducted on a project or Task Order basis. The PCO may provide informal interim evaluation results and notifies the Contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deem necessary to highlight areas of government concern.

d. End-of-Period Evaluations. The "end of period" evaluation to determine whether the first Award Term (Option 3) will be exercised shall occur in Option 2 in accordance with the schedule in paragraph E.3.5 of the QASP. The "end of period" evaluation for the second Award Term (Option 4) shall also be in accordance with the QASP schedule

5.0 AWARD-TERM PLAN CHANGE PROCEDURE Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

The periods of performance for the following Option Items are as follows:

The periods of performance for the Award Term Items are as follows:

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F.1 Services to be performed hereunder will be provided at the Naval Surface Warfare Center, Dahlgren Division, Dahlgren, VA and at other off-site locations to be determined at time of award.

F.2 For proposal purposes, the estimated award date is 1 October 2014. And the estimated start date of performance of this Task Order is 1 November 2014. The Government reserves the right to award sooner or later as necessary. The start and end date for period of performance will be updated as necessary upon task order award.

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SECTION G CONTRACT ADMINISTRATION DATA

G. 1 ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the Seaport-e software. Each obligation of funds receives a unique SLIN identifier, unless the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally, could have multiple SLINs. Accounting for expenditures at the SLIN level is required.

G.2 SPECIAL INVOICE INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated ACRN. If multiple ACRNs are associated with a single project/work area/TI/WBS, the contractor shall consult with the Contracting Officer Representative for additional invoicing instructions.

G.3 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

In accordance with (DFARS) PGI 204.7108 "Other"(d) (3) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS the following payment instructions apply to this task order:

252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item ACRN Order

*See ACRN Spreadsheet

Line Item	ACRN Order
7100	Pay from ACRN cited on Invoice
9100	Pay from ACRN cited on Invoice

G.4 CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause in this section, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this Task Order:

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G.5 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

G.6 Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

(a) Name: James Doerr
Code: 0231
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-7081
E-mail: james.doerr@navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the PCO or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

(a) Name: Christiane Wolfe
Code: 0232
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-8724
E-mail: christiane.r.wolfe@navy.mil

(b) The Contract Specialist is the representative of the PCO for all contractual matters.

Contracting Officers Representative (COR):

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(a) Name: Larry Divers

Code: G65

Address: Naval Surface Warfare Center, Dahlgren Division

18236 Thompson Road Suite 232

Dahlgren, VA 22448-5199

Phone:(540)653-7491

FAX:

E-mail: larry.divers@navy.mil

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this Task Order.

Alternate Contracting Officers Representative (ACOR):

(a) Name: Nikki Blaser

Code: G03

Address: Naval Surface Warfare Center, Dahlgren Division

18236 Thompson Road Suite 232

Dahlgren, VA 22448-5199

Phone:(540)653-4354

FAX:

E-mail: nikki.blaser@navy.mil

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this Task Order.

Subject Matter Experts:

The SME is the COR's subject matter expert for specific work areas as described in the QASP in Section E. SMEs will be identified at the Technical Instruction level.

G.7 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

_____ Cost Voucher _____

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

_____ N00178 _____

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N00178
Issue By DoDAAC	N00178
Admin DoDAAC	N00178
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	N00178
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HQ0338
Other DoDAAC(s)	Not Applicable

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

larry.divers@navy.mil
christiane.r.lauer@navy.mil

(g) *WAWF point of contact.*

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(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact: DLGR_NSWC_WAWF@navy.mil.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

G.8 HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

G.9 Ddl-G12 POST AWARD MEETINGS

(a) A Post Award Meeting with the successful Offeror will be conducted within fifteen (15) working days after award of the contract. The meeting will be held at (to be identified at Task Order award)

(b) The Contractor will be given at least five (5) working days' notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

(d) A second post award meeting may, if necessary, be held after the receipt of the first invoice to assure that adequate documentation has been received to substantiate the validity of the invoice for the stated period of performance, in accordance with HQ G-2-0009. The Contractor will be given at least five (5) working days' notice prior to the date of the meeting by the Contract Specialist.

G.10 8(a) TASK ORDER/TASK ORDER MODIFICATION DISTRIBUTION

In accordance with the Memorandum of Agreement (MOA) between the Department of Navy and the Small Business Administration (SBA), the successful Offeror shall provide their cognizant SBA district office with a copy of the executed Task Order and all subsequent modifications to the Task Order within five (5) workdays of receipt.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the PWS, the Government desires personnel with the appropriate experience and professional development qualifications. The applicable labor categories and associated qualifications are listed in Sections H.2 and H.3.

(a) Experience – The desired experience for each Labor Category must be directly related to the tasks and programs listed in the PWS.

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the Offerors ability to perform the order. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the Offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

(c) Accumulation of Qualifying Experience - Categories of experience may be accumulated concurrently.

(d) Two groups of Personnel will support this order - Key Personnel and Non-Key Personnel.

(1) Key Resumed Personnel are the Personnel within the Key labor categories whose resumes were submitted with the Offeror's proposal for evaluation purposes. Key Personnel qualification levels are listed in H.2 below and are considered to be desired for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of Key Personnel will be evaluated in accordance with clause H.4 5252.237-9106 Substitution of Personnel below.

(2) Non-Key Personnel are the personnel proposed to provide support in positions that are not identified as Key under H.2 below.

H.2 KEY PERSONNEL LABOR CATEGORY DESIRED QUALIFICATIONS

To perform the requirements of the PWS, the Government desires Personnel with the following minimum qualifications.

Project Manager – the Project Manager shall have at least 4 years full-time professional experience of similar complexity. Duties under this labor category will include scheduling work, managing subcontractors, and material control. Additional qualifiers include demonstrated skills and performance among the following:

- Supervision/Management of contractor employees
- Quality control
- Machine Shop Production scheduling and control
- Working knowledge of Microsoft Office Programs
- Estimate time to complete jobs and basic job cost
- Plan, purchase/order, receive and process materials and tooling for specific jobs

H.3 NON-KEY LABOR CATEGORY MINIMUM QUALIFICATIONS

The Contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided below by labor category.

Prior to charging Non-Key Personnel under the contract, the Contractor shall provide a written notification stating the individual's name, order labor category, employer, and certifying that the individual meets the qualifications of the labor category as specified under the order. Personnel qualification certifications for additional and/or replacement personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, Contracting Officer's Representative. The Contract Specialist will acknowledge receipt of these notifications. If a Non-Resumed person does not clearly meet the specified qualifications but this support is of benefit, Contracting Officer approval is required prior to direct charging any labor for that person. The above e-mail submittal process shall be used; however, the Contractor shall identify the labor qualification that the person does not clearly meet and provide a brief explanation of the benefits of the person performing in the stated order labor category. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

When Non-Key Personnel will no longer be charged against this contract (no longer employed by the company, assigned to another program, etc.) the Contractor shall notify the Contracting Officer's Representative, and Alternate Contracting Officer's Representative via e-mail with the date of departure from this order.

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Engineering Technician II (30082) – key personnel under this labor category shall have at least 3 years full-time professional experience as an Engineering Technician. Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>. In addition to the description contained in the listing, critical skills include:

- Working knowledge of Microsoft Office Programs
- Demonstrated experience in reading and interpreting blueprints/schematics
- Sheet metal fabrication
- Welding, Mig, Tig Stick and Gas, or Operate machine shop lathes and milling machines

Engineering Technician III (30083)– Key personnel under this labor category shall possess at least 5 years full-time professional experience as an Engineering Technician. Duties for this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>. In addition to the description contained in the listing, critical skills include:

- Proficient in the use of lathes and milling machines.
- Perform such tasks as sheet metal fabrication work
- Proficient in the use of MIG, Tig, Stick and gas welding equipment
- Recommend, order, receive and process materials and tooling for specific jobs
- Experience reading and interpreting blueprints/schematics
- Select, with minimum guidance, appropriate plastics and light metals used to fabricate scale model parts
- Create molds and castings required for part duplication
- Fabricate cases, cabinets and other items from wood glass and plastic
- Working knowledge of Microsoft Office Programs

Engineering Technician IV (30084)– Key personnel under this labor category shall possess at least 8 years full-time professional experience as an Engineering Technician. Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>. In addition to the description contained in the listing, performance under this contract requires that personnel under this labor category possess the following critical skills

- Working knowledge of Microsoft Office Programs
- Ability to program CAD/CAM software such as SolidWorks and CAMworks
- Program G code for CC controllers
- Working knowledge of machine controls (Fanuc, Yasnac, Prototrak, Anilam Crusader, Haas, etc.)
- Precision grinding, sheet metal fabrication work, and welding
- Use Computerized Numerical Control (CNC) equipment, lathes, and milling machines
- Installation of hardware/equipment
- Estimate time to complete jobs and basic job cost
- Plan, purchase/order, receive and process materials and tooling for specific jobs

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- Operate manual machine shop equipment such as lathes, grinders and other shop equipment

Engineering Technician V(30085) – Key personnel under this labor category shall have at least 10 years full-time professional experience as an Engineering Technician. Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupation at <http://www.wdol.gov/library.aspx>. A different skillset is required for each key Engineering Technician V, and are further explained below.

Engineering Technician V Type 1:

- Plan, manage, and perform dimensional measurement verification and evaluations work. The technician is responsible for engineering verification of measurement procedures/techniques used to verify complex parts and equipment. The technician also interprets drawings and system requirements and adopts existing standards and facilities to new measurement requirements. The technician maintains contacts and coordinates work efforts with other development groups to maximize efficiency and to ensure program resources are not duplicated.
- Manages and directs improvements in measurement techniques and uncertainty reduction by research, crosschecking of measurement results, and interchange of measurement ideas with other dimensional measurement labs.
- Working knowledge of Microsoft Office Programs
- Ability to interpret, select, and extend pertinent precedents or guides relating to precision measurement techniques
- Algebra, geometry, and trigonometry skills, as well as the ability to apply these skills to complex measurement problems
- Analysis and problem solving techniques necessary to perform complex measurement and evaluation work
- Operate dimensional inspection equipment such as Coordinate Measuring Machine (CMM), Hardness testers, optical comparator, precision height gauges, and other dimensional inspection equipment

Engineering Technician V Type 2:

- Plans, manages and performs manufacturing of components using precision machine tools. The technician also interprets drawings and system requirements and adopts existing procedures and facilities to new manufacturing techniques. Interfaces with customers on a daily basis to communicate design issues and recommended changes.
- The technician performs highly specialized processes including the programming of CNC equipment, production of CAD/CAM files and the building and design of fixtures
- Designs CAD/CAM files from drawings and instructions for intricate part manufacturing
- Recommend, order, receive and process materials and tooling for specific jobs
- Estimate time to complete jobs and basic job cost with material included
- Working knowledge of Microsoft Office Programs
- Knowledge of analysis and problem solving techniques necessary to perform complex machine work and fabrication.
- Operate Laser scanning equipment and associated software packages
- Welding, Mig, Tig Stick and Gas
- Sheet metal fabrication

OFF-SITE NON-KEY

Engineering Technician I (30081)– key personnel under this labor category shall have at least 1 year full-time

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professional experience as an Engineering Technician. Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>. In addition to the description contained in the listing, critical skills include:

- Working knowledge of Microsoft Office Programs
- Demonstrated experience in reading and interpreting blueprints/schematics
- Sheet metal fabrication

Engineering Technician II (30082) – Engineering Technician II – key personnel under this labor category shall have at least 3 years full-time professional experience as an Engineering Technician. Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>. In addition to the description contained in the listing, critical skills include:

- Working knowledge of Microsoft Office Programs
- Demonstrated experience in reading and interpreting blueprints/schematics
- Sheet metal fabrication
- Welding, Mig, Tig Stick and Gas, or Operate machine shop lathes and milling machines

Engineering Technician III (30083) – Key personnel under this labor category shall possess at least 5 years full-time professional experience as an Engineering Technician. Duties for this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>. In addition to the description contained in the listing, critical skills include:

- Proficient in the use of lathes and milling machines.
- Perform such tasks as sheet metal fabrication work
- Proficient in the use of MIG, Tig, Stick and gas welding equipment
- Recommend, order, receive and process materials and tooling for specific jobs
- Experience reading and interpreting blueprints/schematics
- Select, with minimum guidance, appropriate plastics and light metals used to fabricate scale model parts
- Create molds and castings required for part duplication
- Fabricate cases, cabinets and other items from wood glass and plastic
- Working knowledge of Microsoft Office Programs

Engineering Technician IV (30084) – Key personnel under this labor category shall possess at least 8 years full-time professional experience as an Engineering Technician. Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>. In addition to the description contained in the listing, performance under this contract requires that personnel under this labor category possess the following critical skills

- Working knowledge of Microsoft Office Programs
- Ability to program CAD/CAM software such as SolidWorks and CAMworks
- Program G code for CC controllers
- Working knowledge of machine controls (Fanuc, Yasnac, Prototrak, Anilam Crusader, Haas, etc.)
- Precision grinding, sheet metal fabrication work, and welding

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- Use Computerized Numerical Control (CNC) equipment, lathes, and milling machines
- Installation of hardware/equipment
- Estimate time to complete jobs and basic job cost
- Plan, purchase/order, receive and process materials and tooling for specific jobs
- Operate manual machine shop equipment such as lathes, grinders and other shop equipment

Engineering Technician V (30085) – Key personnel under this labor category shall have at least 10 years full-time professional experience as an Engineering Technician. Duties under this labor category are consistent with the SCA labor description found on the Service Contract Act Directory of Labor Occupations, at <http://www.wdol.gov/library.aspx>. Non-Key Technician V position employees shall also have the skill set listed below:

- Plans, manages and performs manufacturing of components using precision machine tools. The technician also interprets drawings and system requirements and adopts existing procedures and facilities to new manufacturing techniques. Interfaces with customers on a daily basis to communicate design issues and recommended changes.
- The technician performs highly specialized processes including the programming of CNC equipment, production of CAD/CAM files and the building and design of fixtures
- Designs CAD/CAM files from drawings and instructions for intricate part manufacturing
- Recommend, order, receive and process materials and tooling for specific jobs
- Estimate time to complete jobs and basic job cost with material included
- Working knowledge of Microsoft Office Programs
- Knowledge of analysis and problem solving techniques necessary to perform complex machine work and fabrication.
- Operate Laser scanning equipment and associated software packages
- Welding, Mig, Tig Stick and Gas
- Sheet metal fabrication

H.4 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.5 Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

- (a) Requests for post award approval of additional and/or replacement Resumed Key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, COR, and the Alternate COR.

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Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.

(b) Resumes shall be submitted in the format required. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

(d) TRIPWIRE NOTIFICATION: If the employee is a current employee of the contractor (or a subcontractor), the fully burdened hourly rate that will be invoiced under the order shall be provided. If the labor rate to be invoiced for the individual will exceed any Navy labor rate tripwire for service contracts in effect at time of the request for approval, the Contractor shall fully justify why the proposed individual is required for contract performance and the specific benefit to be derived from the individual's addition to the task order. The COR will provide the current Navy labor rate tripwire information upon request.

H.6 RESUME FORMAT AND CONTENT REQUIREMENTS

In order to facilitate evaluation, all resumes shall be provided in the following format:

(a) HEADER

Complete Name

Current Employer

Task Order Labor Category

Contractor Labor Category

Percentage of time to be allocated to this effort upon award of this Task Order

Current security clearance level per JPAS (identify if interim or final)

Current work location

Planned work location upon award of this Task Order

Note if the individual is key on another contract with a period of performance that will overlap this requirement. Note plans to satisfy both contracts if the Offeror is selected for award.

(b) EDUCATION/PROFESSIONAL DEVELOPMENT – Show any degrees, honors, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and will impact the offeror's qualifications to perform under the Task Order. For education and training, the following format is preferred:

Academic: Degree(s); Date(s); Institution; Major/Minor

Non-Academic: Course title, date(s), approximate length

Professional licenses and specialized certifications. (Note the date obtained for each, as well as the date when each license/certification requires renewal).

(c) CHRONOLOGICAL WORK HISTORY/EXPERIENCE

i. Employer: Dates (month/year); Title(s) held

ii. Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the

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same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will not be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual.

Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.

Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Government's overall technical requirements.

All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.

Gaps in experience shall be avoided.

The cut-off date for any experience claimed shall be the closing date of the solicitation.

Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation Number N00024-14-R-3229 (*to be replaced by NSWCDD Task Order N00178-XX-X-XXXX by Company Name at award*) and intend to make myself available to work under any resultant contract to the extent proposed."

Employee Signature and Date

Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee certification shall not be dated earlier than the issue date of this solicitation.

If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

H.7 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this order.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

Additional Information Relating to the Issuance of Technical Instructions:

Following approval of a Technical Instruction (TI) by the Contracting Officer and Acknowledgement of Receipt by the Contractor, the TI will be incorporated into the task order by administrative modification.

H.8 FUNDING PROFILE

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following details funding to date:

H.9 NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

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(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 7001, 7002,7050, 7051, 7052, 7053, 9000, and 9001 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

H.10 5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be man-hours of direct labor, including Subcontractor direct labor for those Subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The table below and information for blanks in paragraph (b) and (d) are to be completed by the Offeror.

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(b) Of the total man-hours of direct labor set forth above, it is estimated that **(Offeror to fill-in)** man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of forty (40) hours per week without additional compensation for such excess work. Total Times Accounting (TTA) efforts are included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods], or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **(Offeror to fill-in)** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(h) Within forty-five (45) days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within forty-five (45) days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds. All submissions shall include Subcontractor information.

(i) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The Contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

H.11 SAVINGS INITIATIVES

The following cost savings initiatives are required under this Task Order.

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H.12 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, on-site Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on-site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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SECTION I CONTRACT CLAUSES

I.1 CLAUSES INCORPORATED BY REFERENCE

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-6	Data Universal Numbering System Number	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-12	Data Universal Numbering System Numbering Maintenance	DEC 2012
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	OCT 2010
52.219-14	Limitations on Subcontracting	Nov 2011
52.223.18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.222-41	Service Contract Act of 1965	NOV 2007
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
252.204-7000	Disclosure of Information	DEC 1991
252.225-7028	Exclusionary Policies and Practices of Foreign Governments.	APR 2003
252.232-7003	Electronic Submission of Payment Request and Receiving Reports	JUNE2012

All clauses in the offerors MAC contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), Teaming arrangement with any firm not included in the Contractor's basic MAC contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

I.2 CLAUSES INCORPORATED BY FULL TEXT

I.2.1 52.216-10 INCENTIVE FEE (June 2011)

(Applicable to CLIN 7000, 7050, and if exercised, CLINs 7100, 7150, 7200 and 7250 and; if awarded, CLINs 7300, 7350, 7400 and 7450.)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject

to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

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(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule.

However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the

Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or

\$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee payable.

(1) The fee payable under this contract shall be the target fee increased by thirty cents (\$0.30) for every dollar that the total allowable cost is less than the target cost or decreased by thirty cents (\$0.30) for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than nine percent (9.0%) or less than three percent (3%) of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of —

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of —

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

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(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

I.2.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(s)	Latest Option Exercise Date
7100, 7150, 9100	No later than 12 months after the Task Order Award date.
7200, 7250, 9200	No later than 24 months after the Task Order Award date.
7300, 7350, 9300	No later than 36 months after the Task Order Award date.
7400, 7450, 9400	No later than 48 months after the Task Order Award date.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not **exceed five (5) years**, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

I.2.3 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (JUNE 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission

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of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) Offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) *Agreement.* A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The _____ [insert name of SBA's Contractor] will notify the _____ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(3) The Offeror's approved business plan is on the file and serviced by _____ [TBD at time of award with the appropriate SBA District and/or Regional Office(s) as identified by the SBA].

I.2.4 52.222-17 – Nondisplacement of Qualified Workers (Jan 2013)

(a) "Service employee," as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

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(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bona fide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c) (4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or

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(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, the appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if

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the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

I.2.5 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$693,916.00 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or

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performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

I.2.6 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each as if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: *It is not a Wage Determination.*

Task Order Labor CAT	Dept of Labor CAT	GS. Equiv.	Suggested SCA Code
Engineering Technician I	Engineering Technician I	GS-4	30081
Engineering Technician II	Engineering Technician II	GS-5	30082
Engineering Technician III	Engineering Technician III	GS-6	30083
Engineering Technician IV	Engineering Technician IV	GS-7	30084
Engineering Technician V	Engineering Technician V	GS-9	30085

I.2.7 52.243-7 NOTIFICATION OF CHANGES (Apr 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing

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promptly, within ten calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including —
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within ten calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either —
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.
- (e) Equitable adjustments.
- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by

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the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the

time required for, performance of any part of the work under this contract, whether changed or

not changed by such conduct, an equitable adjustment shall be made — (i) In the contract cost or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

I.2.8 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to—

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of _____, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

I.2.9 AWARD TERM CLAUSE

In addition to the terms set forth elsewhere in the contract, and as provided in the QASP, the contractor may earn an extension of one (1) to two (2) years on the basis of performance during the evaluation periods. The contractor is evaluated using QASP criteria during each year of contract performance. During the third year (Option 2), if performance is evaluated as Very Good for three of the five major elements and not less than Satisfactory for the remaining two major elements, the contractor earns Year 4 (Award Term 3); if performance is evaluated as Very Good for three of the five major elements and not less than Satisfactory for the remaining two major elements in Year 4, the contractor earns Year 5 (Award Term 4).

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond Option 2 of performance for Very Good performance.

(b) Monitoring of Performance. The contractor's performance will be continually monitored by

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the COR and Subject Matter Experts whose findings are reported by the COR to the PCO together with a recommendation regarding awarding of the Award Term period. The PCO makes the final decision on the award-term on the basis of the contractor's performance during the award-term evaluation period.

(c) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the QASP.

(d) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(e) Self-Evaluation. The contractor will submit a written self-evaluation of its performance for that period in accordance with the schedule in the QASP. It will be used in the COR's and PCO's evaluation of the contractor's performance during this period.

(f) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the PCO. These decisions are final and are not subject to dispute.

(g) Award-Term Extension. The contract period may be modified to reflect the PCO's decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the Seaport-e contracts, including exercised options. The award-term provision must be included in the solicitation and resulting Task Order. If at any time the contract period does not extend more than two years from the PCO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

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SECTION J LIST OF ATTACHMENTS

Exhibit A CDRLS

Attachment J.1 DD254 Final

Attachment J.2 Wage Determination

Attachment J.3 Contracting Officer Representative Appointment Letter

Attachment J.4 Alternate Contracting Officer Representative Appointment Letter